62 Am. St. Rep. 698; *Sears* v. *Lantz,* 47 Iowa 658; *Sans* v. *Woods,* 1 Iowa 262; *Maine Trust and Banking Co.* v. *Butler,* 45 Minn. 506, 48 N. W. 333, 12 L. R. A. 370. It is argued that since the mere signature of the indorser on the back of the instrument gives to the subsequent rightful holder authority to enter a full indorsement in his own name, the signature with the added words of assignment can have no less effect and that it is obvious that by merely writing out on the back of the paper just what would have been inferred by the law from the signature in blank, the indorser would incur neither greater nor less liability. See *Davidson* v. *Powell,* 114 N. C. 575, 19 S. E. 601; *Richards* v. *Frankum,* 9 Car. & P. 221; *Adams* v. *Blethen,* 66 Me. 19, 22 Am. Rep. 547; *Citizens Nat'l Bank* v. *Walton,* 96 Va. 435, 31 S. E. 890; *Marks* v. *Hermann,* 24 La. Ann. 335; *Shelby* v. *Judd,* 24 Kan. 161; *Stevens* v. *Hanan,* 86 Mich. 305; *Lehnhart* v. *Ramey,* 3 Ohio Cir. Ct. 135, 2 O. C. D. 77; *Leaky* v. *Hawarth,* 141 Fed. 850; *Duffy* v. *O'Conner,* 66 Tenn. 498; 1 DANIELS, NEGOT. INSTR. § 688c. This reasoning seems fallacious. The ordinary indorsement of a promissory note involves two express contracts: one—the sale or assignment—completely executed; the other—that of future but conditional liability —wholly executory. Having stated in express words *one* of the two implications of the ordinary general indorsement or indorsement in blank, the plain intention of the indorser would seem to be to exclude the other, and to be bound as assignor only. All the words of a written contract are to be given some force and not to be regarded as merely nugatory, and these words would seem to show that the indorser was not content with the obligations the law raises upon his bare signature. A different construction subjects him to liabilities he did not intend to undertake. *Spencer* v. *Halpern,* 62 Ark. 595, 36 L. R. A. 120; *Aniba* v. *Yeomans,* 39 Mich. 171; *Hailey* v. *Falconer,* 32 Ala. 536; *Lyons* v. *Dibilbis,* 22 Penn. 185; *Ellsworth* v. *Varney,* 83 Ill. App. 92; *Gale* v. *Mayhew,* 161 Mich. 96, 125 N. W. 781; *Briggs* v. *Latham,* 36 Kan. 205; TIEDEMAN, COM. PAPER, § 265.

CARRIERS—MISDELIVERY AND CONVERSION OF GOODS.—Defendant, a common carrier, received goods from plaintiff for transportation to B Company. With the shipment defendant delivered to B Company an "expense bill" erroneously describing one M as the consignor. Relying thereon, B Company paid M for the goods so shipped. Plaintiff sued defendant carrier, claiming conversion, and recovered judgment in District Court, which was reversed by the Supreme Court on appeal. *Cohen* v. *Mpls., St. P. & S. S. M. Ry. Co.* (Minn. 1916), 158 N. W. 334.

These facts present the converse of the usual case, to which this was likened by the trial court, of delivery by a carrier to the wrong consignee. It is a familiar principle that such misdelivery is a conversion even though it be the result of an innocent mistake, which the carrier offers to rectify. See ANN. CAS. 1915 D, 871, and note, for discussion and authorities. But the principal case is unique in the contention of plaintiff, upheld in the trial court, that, although delivery was made to the proper consignee, the carrier was guilty of a conversion in that it transported and delivered the goods shipped by plaintiff "as the goods of M," which "amounted to the same thing as a

delivery to the wrong consignee." Regardless of other aspects of the case, it seems clear that the essential element of conversion, viz., an exercise of dominion over goods to the exclusion of, or inconsistent with, the right of the true owner (COOLEY, TORTS (3rd Ed.) 859; *Foulds* v. *Willoughby*, 8 M. & W. 540) is not present, since immediately upon delivery to it the carrier held the goods as the agent and bailee of the consignee, who at that time became the true owner (35 CYC. 193; *United States* v. *R. P. Andrews & Co.*, 207 U. S. 229, 240; *Kessler* v. *Smith*, 42 Minn. 494; *Scharff* v. *Meyer*, 133 Mo. 428, 54 Am. St. Rep. 672, and note); and at no time subsequent to his delivery of the goods to defendant did the plaintiff have such a title or right as would entitle him to sue for conversion (COOLEY, TORTS (3rd Ed.) 848; *Liptrot* v. *Holmes*, 1 Kelly 381; *Locke* v. *Schreck*, 54 Neb. 472, 74 N. W. 970).

CARRIERS—NOTICE OF CLAIM TO CONNECTING CARRIER—CARMACK AMENDMENT.—Plaintiff shipped cattle via defendant's railroad and a connecting line. A stipulation in the bill of lading provided that the shipper, as a condition precedent to his right to recover for loss or injury in transit, should give notice in writing of his claim to some officer or agent "of said company" before the cattle were removed from the place of destination or mingled with other stock. Plaintiff failed to give such notice, but the Montana court held that the requirement was unreasonable and void, because there was no agent of defendant company available at the destination upon whom such notice could be served. On writ of error to the United States Supreme Court, the judgment was reversed on the ground that notice might validly have been given to the connecting carrier, and that the stipulation was therefore reasonable. *Northern Pacific Railway Co.* v. *Wall*, 36 Sup. Ct. 493.

Before the CARMACK AMENDMENT (34 Stat. at L. 584, Ch. 3591; Comp. Stat. 1913, § 8592) there was a diversity of legislation and decisions as to the validity of stipulations in bills of lading requiring notice of claim to be presented within a limited time. Such provisions, in the absence of statute, were usually held valid if reasonable; but there was variety of judicial opinion as to what constituted reasonableness. Stipulations similar to that in the principal case, in terms requiring notice of claim to be given to the initial carrier, were held unreasonable and void by some courts (*Coles* v. *Louisville, E. & St. L. R. Co.*, 41 Ill. App. 607; *Engesether* v. *Great Northern Ry. Co.*, 65 Minn. 168, 68 N. W. 4; *Smitha* v. *Louisville & N. R. Co.*, 86 Tenn. 198, 6 S. W. 209; *Good* v. *Galveston, H. & S. A. Ry. Co.*, 4 L. R. A. 801, 11 S. W. 854; *Houston & T. C. R. Co.* v. *Davis*, 11 Tex. Civ. App. 24, 31 S. W. 308) and by others illegal and void on statutory or constitutional grounds (*Ohio & M. Ry. Co.* v. *Tabor*, 98 Ky. 503, 36 S. W. 18; *Grieve* v. *Ill. Cent. R. Co.*, 104 Ia. 659, 74 N. W. 192). Some cases unheld such stipulations, though apparently considering that notice to the connecting carrier would not be sufficient (*Selby* v. *Wilmington & W. R. Co.*, 113 N. C. 588, 18 S. E. 88, 37 Am. St. Rep. 635; *Texas & P. R. Co.* v. *Scrivener*, 2 Willson, Civ. Cas. Ct. App. 330); and a few decisions, on the same reasoning as the principal case, held such provisions reasonable and valid on the ground that the connecting carrier was the agent of the initial carrier and that notice to it was sufficient